

BID OPENING

CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

City Clerk
Time Stamp

TOTAL BASE BID 6,503,413

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 13, 2010

Project Manager: Edward Lao ~ 501.0139

TAXIWAY W RECONSTRUCTION (B & C) PROJECT

BIDDER'S NAME: O'Grady

Bond ☒ Cashier's Check _____

Addendums Included () 1, 2

Non-Collusion Affidavit

YES ☒ NO _____

YES ☒ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR

Norman Y. Mineta San Jose International Airport
Taxiway W Reconstruction (B to C)

Name of Bidder: O'Grady Paving, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on _____, entitled Norman Y. Mineta San Jose International Airport Taxiway W Reconstruction (B to C) and the Specifications approved by the Director of Public Works on _____, entitled Norman Y. Mineta San Jose International Airport Taxiway W Reconstruction (B to C) on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.
4. Bidder's Statement of Previous Contracts Subject to EEO Clause (FC-1).
5. Certification Regarding Suspension and Debarment Requirements for All Contracts Over \$25,000 (FC-2)
6. Certification Regarding Buy American Requirements (FC-3)
7. Certificate of Non-Segregated Facilities (FC-4)

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond, Addenda, if any, Bidder's Statement of Previous Contracts Subject to EEO Clause (FC-1), Certification Regarding Suspension and Debarment Requirements for All Contracts Over \$25,000 (FC-2), Certification Regarding Buy American Requirements (FC-3), and Certificate of Non-Segregated Facilities (FC-4), no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: Taxiway W Reconstruction (B to C)
being first duly sworn, deposes and says that he/she is (print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on May 13, 2010

O'Grady Paving, Inc.
Legal Company Name

Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: Craig E. Young
Title: VP

City Business Lic. No.: 3417101210
Expiration Date: 1/15/10
State Contractor Lic. No.: 2016916
Classification: A
Expiration Date: 12/31/11
Federal I. D. No.: 94-1493692
Address: 2513 Wyandotte St.
Mountain View
CA 94043
Telephone: (650) 966-1926

NOTARY

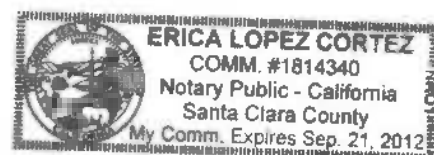
On May 13, 2010 before me, Erica Lopez Cortez, Notary Public, personally appeared Craig E. Young who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature E. Lopez Cortez
Notary Public

(Seal)



TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	SP-9-04	Record Drawings (Allowance)	L.S.	1	\$ 25,000	\$ 25,000
2	SP-12-12	Dewatering and Water Discharge Requirements	L.S.	1	\$ 155,000	\$ 155,000
3	SP-14.1	Minor Design Revisions for Utility Conflicts (Revocable)	L.S.	1	\$ 75000	\$ 75000
4	SP-18-01	On Site Air Monitoring (Revocable)	L.S.	1	\$ 25,000	\$ 25,000
5	SP-20-5.1	Storm Water Pollution Prevention Plan	L.S.	1	\$ 6,000	\$ 6,000
6	SP-21-04	Potholing and Locating Existing Utilities	Each	25	\$ 300	\$ 7500
7	P-100-2.1	Contractor Quality Control Testing	L.S.	1	\$ 90,000	\$ 90,000
8	P-101-3.1	Mobilization/Demobilization (10% Max)	L.S.	1	\$ 250,000	\$ 250,000
9	P-101-3.2	Contractor Supplied Engineer's Equipment (Revocable)	L.S.	1	\$ 10,000	\$ 10,000
10	P-101-3.3	Runway 12R/30L Closure	L.S.	1	\$ 50,000	\$ 50,000
11	P-102-3.1	Airport Safety and Security	L.S.	1	\$ 125,000	\$ 125,000
12	P-104-4.1	Asphalt Concrete Pavement Removal	C.Y.	9500	\$ 16	\$ 152,000

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
13	P-104-4.2	Portland Cement Concrete(reinforced) Pavement Removal	C.Y.	120	\$ 65 ⁻	\$ 7800
14	P-104-4.3	Milling Asphalt Concrete Pavement	C.Y.	175	\$ 30 ⁻	\$ 5250
15	P-104-4.4	Remove 10 inch Storm Drain Pipe	L.F.	220	\$ 30 ⁻	\$ 6600
16	P-104-4.5	Remove 12 inch Storm Drain Pipe	L.F.	640	\$ 30 ⁻	\$ 19200
17	P-104-4.6	Remove 15 inch Storm Drain Pipe	L.F.	665	\$ 30 ⁻	\$ 19950
18	P-104-4.7	Remove 18 inch Storm Drain Pipe	L.F.	120	\$ 32 ⁻	\$ 3840
19	P-104-4.8	Remove 36 inch Storm Drain Pipe	L.F.	40	\$ 50 ⁻	\$ 2000
20	P-104-4.9	Abandon 10 inch Storm Drain Pipe	L.F.	210	\$ 8 ⁻	\$ 1680
21	P-104-4.10	Abandon 6 inch Sanitary Sewer Pipe	L.F.	1510	\$ 4 ⁻	\$ 6040
22	P-104-4.11	Remove Storm Drain Catch Basin	Each	12	\$ 2500	\$ 30,000
23	P-104-4.12	Abandon Sanitary Sewer Structures	Each	3	\$ 700 ⁻	\$ 2100
24	P-104-4.13	Saw Cut Pavement	L.F.	4000	\$ 6 ⁻	\$ 24,000

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
25	P-104-4.14	Abandon 10 inch Sanitary Sewer Pipe	L.F.	243	\$ 9 ⁻	\$ 2187
26	P-151-4.1	Clearing and Grubbing	Acre	3.75	\$ 8,000	\$ 30,000
27	P-152-4.1	Unclassified Excavation/Embankment	C.Y.	2500	\$ 6 ⁻	\$ 15,000
28	P-152-4.2	Class 1 Export (Revocable)	C.Y.	250	\$ 140 ⁻	\$ 35,000
29	P-152-4.3	Class 2 Export (Revocable)	C.Y.	1000	\$ 50 ⁻	\$ 50,000
30	P-152-4.4	Class 3 Export (Revocable)	C.Y.	8500	\$ 26 ⁻	\$ 221,000
31	P-152-4.5	Aggregate Base Rock Export	C.Y.	13500	\$ 16 ⁻	\$ 216,000
32	P-152-4.6	Unsuitable Excavation (Revocable)	C.Y.	1000	\$ 25 ⁻	\$ 25,000
33	P-152-4.7	Stabilizing Fill (Revocable)	C.Y.	1000	\$ 30 ⁻	\$ 30,000
34	P-152-4.8	Geotextile Fabric (Revocable)	S.Y.	1200	\$ 2 ⁻	\$ 2400
35	P-152-4.9	Topsoil	C.Y.	350	\$ 50 ⁻	\$ 17,500 17,500 (cy)
36	P-152-4.10	Subgrade Preparation	S.Y.	2700	\$ 2 ⁻	\$ 5400
37	P-155-8.1	Lime Treated Subgrade – 6 inches thick	S.Y.	5300	\$ 3 ⁻	\$ 15900

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
38	P-155-8.2	Lime Treated Subgrade – 12 inches thick	S.Y.	9000	\$ 3 ⁻	\$ 27,000
39	P-155-8.3	Lime Treated Subgrade – 18 inches thick	S.Y.	37500	\$ 3 ^{.20}	\$ 120,000
40	P-155-8.4	Lime	Ton	1650	\$ 155 ⁻	\$ 255,750
41	P-157-5.1	Vertical Moisture Barrier	L.F.	2400	\$ 34 ⁻	\$ 81,600
42	P-202-4.1	Crushed Aggregate Base Course (Cal Trans CL2)	C.Y.	3300	\$ 23 ⁻	\$ 75,900
43	P-209-5.1	P- 209 Crushed Aggregate Base Course	C.Y.	11000	\$ 47	\$ 517,000
44	P-401-8.1	Bituminous Concrete Pavement (FAA) (Surface)	Ton	7000	\$ 89 89 ⁻ (cy)	\$ 623,000 623,000 (cy)
45	P-403-8.1	Bituminous Concrete Pavement (Base)	Ton	4700	\$ 89 89 ⁻ (cy)	\$ 418,300 418,300 (cy)
46	P-404-6.1	Bituminous Pavement (Non FAA)	Ton	2600	\$ 73 73 ⁻ (cy)	\$ 189,800 189,800 (cy)
47	P-501-8.1	Portland Cement Concrete Pavement – 15 inches	S.Y.	17750	\$ 75 ^{.59}	\$ 1,341,722
48	P-501-8.2	Portland Cement Concrete Pavement – 20 inches	S.Y.	1550	\$ 76 ^{.25}	\$ 118,187
49	P-620-5.1	Permanent Pavement Markings	S.F.	47000	\$ 0 ^{.85}	\$ 39,950 ⁻
50	P-620-5.2	Removal of Existing Pavement Markings	S.F.	2000	\$ 5	\$ 10,000

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
51	D-701-6.1	18 Inch CL V RCP	L.F.	950	\$ 64 ⁻	\$ 60,800
52	D-701-6.2	30 Inch CL V RCP	L.F.	490	\$ 102 ⁻	\$ 49,980
53	D-701-6.3	36 Inch CL V RCP	L.F.	580	\$ 116 ⁻	\$ 67,280
54	D-751-5.1	Catch Basin – No A-12	Each	1	\$ 15,375	\$ 15,375
55	D-751-5.2	Catch Basin – No A-13	Each	1	\$ 15,361	\$ 15,361
56	D-751-5.3	Catch Basin – No F-1	Each	1	\$ 21,967	\$ 21,967
57	D-751-5.4	Catch Basin – No F-2	Each	1	\$ 21,721 ⁻	\$ 21,721
58	D-751-5.5	Catch Basin – No F-3	Each	1	\$ 22,666	\$ 22,666
59	D-751-5.6	Catch Basin – No F-3-1	Each	1	\$ 20,805	\$ 20,805
60	D-751-5.7	Catch Basin – No F-4	Each	1	\$ 20,842	\$ 20,842
61	D-751-5.8	Catch Basin – No F-5	Each	1	\$ 15,173	\$ 15,173
62	D-751-5.9	Catch Basin – No G-1	Each	1	\$ 21,527	\$ 21,527

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
63	D-751-5.10	Catch Basin – No G-2	Each	1	\$ 21,430	\$ 21,430
64	D-751-5.11	Manhole – No F-1	Each	1	\$ 16,665	\$ 16,665
65	D-751-5.12	Manhole – No F-2	Each	1	\$ 14,204	\$ 14,204
66	D-751-5.13	Manhole – No F-3	Each	1	\$ 14,168	\$ 14,168
67	D-751-5.14	Manhole – No F-4	Each	1	\$ 13,859	\$ 13,859
68	D-751-5.15	Manhole – No G-1	Each	1	\$ 16,464	\$ 16,464
69	D-751-5.16	Sanitary Sewer Manhole Adjustment #1055	Each	1	\$ 13,385	\$ 13,385
70	D-751-5.17	Sanitary Sewer Manhole Adjustment #1802	Each	1	\$ 13,385	\$ 13,385
71	D-751-5.18	Sanitary Sewer Manhole Adjustment #1803	Each	1	\$ 13,385	\$ 13,385
72	D-751-5.19	Sanitary Sewer Manhole Adjustment #8927	Each	1	\$ 13,385	\$ 13,385
73	T-901-5.1	Hydroseeding	Acre.	3.50	\$ 1500	\$ 5250
74	L-100-6.1	Electrical Demolition, Salvage, and Reinstallation	L.S.	1	\$ 70,000	\$ 70,000

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
75	L-100-6.2	Graphical Modification of Existing ALCMS	L.S.	1	\$ 14,500 -	\$ 14500
76	L-105-5.1	New L-824, Type C, 1/C #6 AWG, 5kv Cable (Temporary), (Revocable)	LF	1000	\$ 1 -	\$ 1000
77	L-105-5.2	Used L-824, Type C, 1/C #6 AWG, 5kv cable(Temporary), (Revocable)	L.F.	1000	\$ 0.75	\$ 750
78	L-105-5.3	Single-way 2" Conduit, (Temporary), (Revocable)	L.F.	1000	\$ 2 -	\$ 2000
79	L-108-5.1	L-824, Type C, 1/C #6, 5kv Cable	L.F.	11200	\$ 1.10	\$ 12320
80	L-108-5.2	Bare, 1/C #6, Counterpoise Cable	L.F.	5400	\$ 0.84	\$ 4536
81	L-110-5.1	Single-Way 2" Conduit, Direct Buried	L.F.	3300	\$ 8 -	\$ 26400
82	L-110-5.2	Single-Way 2" Conduit, Concrete Encased	L.F.	1600	\$ 20 -	\$ 32000
83	L-110-5.3	Drainage Mitigation System	L.S.	1	\$ 30,700	\$ 30700
84	L-115-5.1	Handhole Extension Type I, Furnished and Installed	EA	1	\$ 6174	\$ 6174

TAXIWAY W RECONSTRUCTION (B TO C)

BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
85	L-804-4.1	L-804, Elevated Runway Guard Light with New L-867 Base Can w/ new Isolation Transformer	EA	2	\$ 2590	\$ 5180
86	L-852-4.1	L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller on L-868 Base Can	EA	12	\$ 4500	\$ 54000
87	L-852-4.2	Spare L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller with new L-868 Base Can	EA	2	\$ 2075	\$ 4150
88	L-858-7.1	New VOR Informational 4-foot guidance sign on new concrete foundation	EA	1	\$ 2540	\$ 2540
89	L-858-7.2	New Size 3, 2 module guidance sign with new isolation transformer and new concrete foundation	EA	3	\$ 6900	\$ 20700
90	L-858-7.3	New Size 3, 3 module guidance sign with new isolation transformer and new concrete foundation	EA	1	\$ 8000	\$ 8000
91	L-858-7.4	New Size 3, 4 module guidance sign with new isolation transformer and new concrete foundation	EA	1	\$ 10500	\$ 10500
92	L-858-7.5	Relocation of Size 3, 4-module guidance sign (#SWE1-3) with New Panels on New Concrete Foundation	EA	1	\$ 10500	\$ 10500
93	L-861T-4.1	New L-861T LED Taxiway Edge Light on New Base with New Isolation Transformer	EA	46	\$ 1900	\$ 87400
94	L-861T-4.2	Spare L-861T LED Taxiway Edge Light with New Isolation Transformer	EA	5	\$ 362	\$ 1810

TAXIWAY W RECONSTRUCTION (B TO C)

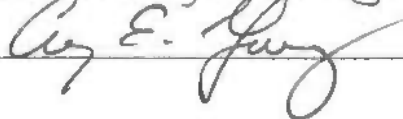
BIDDERS NAME O'Grady Paving, Inc.

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
95	L-861T-4.3	New L-861T LED Taxiway Edge Light on Existing Base with New Isolation Transformer	EA	4	\$ 535 -	\$ 2140
96	L-867/868-9.1	New Size "B" L-868 Base Can with Blank Cover	EA	4	\$ 1120 -	\$ 4480

TOTAL: 6,503,413 -

BIDDERS (COMPANY) NAME O'Grady Paving, Inc.

AUTHORIZED SIGNATURE 

DATE: May 13, 2010

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Previous City of San Jose Projects

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
BCI	San Jose	80	Concrete
Superior	Watsonville	10	Hydroseeding
Griffin Soil	Sunol	25	Line Treat
Clear Water Compliance	Loomis	15	Water Control
Chrisp	Fremont	80	Striping
St. Francis	San Leandro	120	Electrical
Platinum Pipeline	Dublin	20	Underground

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The bidder (proposer) shall complete the following statement by checking the appropriate space.

The bidder (proposer) has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The bidder (proposer) has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder (proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the bidder (proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
1800 G Street
Washington, DC 20506

Craig E. Young, VP

(Name and Title of Signer)

Craig E. Young
Signature

May 13, 2010
Date

Company Name O'Grady Paving, Inc.

Business Address 2513 Wyandotte St. Mountain View, CA 94043

TO BE SIGNED BY BIDDER AND SUBMITTED WITH PROPOSAL

**SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS
OVER \$25,000 49 CFR PART 29**

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Craig E. Young, VP

(Name and Title of Signer)

Craig E. Young
Signature

May 13, 2010
Date

Company Name O'Grady Paving, Inc.

Business Address 2513 Wyandotte St. Mountain View, CA 94043

TO BE SIGNED BY BIDDER AND SUBMITTED WITH PROPOSAL

BUY AMERICA - STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in paragraph a below.

a. The following terms apply to this clause:

- (1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
- (2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
- (3) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Craig E. Young, VP
(Name and Title of Signer)

Craig E. Young
Signature

May 13, 2010
Date

Company Name: O'Grady Paving, Inc.

Business Address: 2513 Wyandotte St.

Mountain View

CA 94043

TO BE SIGNED BY BIDDER AND SUBMITTED WITH PROPOSAL

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Name: Craig E. Young Title: VP

Signature:  Date: May 13, 2010

NOTE: The penalty for making false statements in offers prescribed in 18 U.S.C. 1001.

TO BE SIGNED BY BIDDER AND SUBMITTED WITH PROPOSAL

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, O'Grady Paving, Inc. as PRINCIPAL,
and Travelers Casualty and Surety Company of America, a corporation duly organized under
the laws of the State of Connecticut and duly licensed to become sole surety on
bonds required or authorized by the State of California, as SURETY, are held and firmly bound
unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT
(10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by
said Principal to the City of San Jose, for the work described below; for the payment of which
sum in lawful money of the United States, well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In
no case shall the liability of the Surety hereunder exceed the sum of _____
Ten Percent of Amount Bid DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San
Jose, for certain construction specifically described as follows, for which bids are to be opened in
the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San
Jose, CA 95113 on May 6, 2010 for Norman Y. Mineta San Jose International Airport
Taxiway W Reconstruction (B to C).

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the
time and manner required under the specifications, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed forms, in accordance with
the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the
required insurance policies with the City, all as required by the specifications and the contract or
by law, then the obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered,
the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable
attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd
day of April, 2010.

PRINCIPAL

SURETY

O'Grady Paving, Inc.
Legal Company Name

Travelers Casualty and
Surety Company of America
Legal Company Name

Corporation
Indicate Type of Entity

By C. E. Young
Title: VP

By Stacy M. Davis
Title: Stacy M. Davis, Attorney-in-fact

By _____
Title: _____

By _____
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

California All-Purpose Acknowledgment

State of California

County of Santa Clara

} ss.

On May 13, 2010 before me, Erica Lopez Cortez, Notary Public
personally appeared Craig E. Young

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

E. Lopez Cortez

Signature of Notary Public



This area for official notarial seal

(Optional) My commission expires on: _____

(Optional) Phone No.: _____

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221569

Certificate No. 003208640

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Catherine A. Pinney, Nancy L. Wallis, K. Dixon Wright, Stacy M. Davis, Donnalyn Revis, and Cheryl A. Ripley

of the City of Petaluma, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of September, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



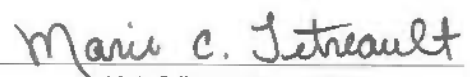
State of Connecticut
 City of Hartford ss.

By: 
 George W. Thompson, Senior Vice President

On this the 1st day of September, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 20 10.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

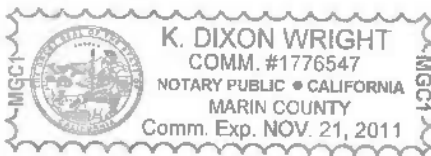
On April 22, 2010 before me, K. Dixon Wright, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Stacy M. Davis

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stacy M. Davis

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____
Travelers Casualty and Surety Company
of America

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



Department of Public Works
AIRPORT CONSTRUCTION DIVISION

April 28, 2010

**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W RECONSTRUCTION (B TO C) PROJECT**

Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport - Taxiway W Reconstruction (B to C) Project.

Approved by:

Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID

Signature

Date

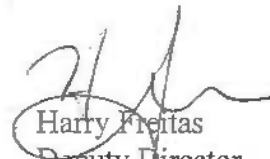
ADDENDUM #1 CONTAINS A TOTAL OF 2 PAGES (INCLUDING COVER SHEET).

May 6, 2010 .

**ADDENDUM NO. 2
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W RECONSTRUCTION (B TO C) PROJECT**

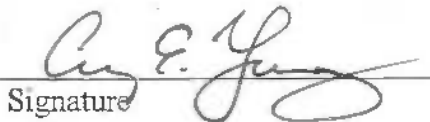
Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport – Taxiway W Reconstruction (B to C) Project.

Approved by:



Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID


Signature

5-13-10
Date

ADDENDUM #2 CONTAINS A TOTAL OF 5 PAGES (INCLUDING COVER SHEET)
AND 8 ATTACHED REVISED PLAN SHEETS.